(1891) 48 Oh. St. 25, 26 N. E. 222; 11 Columbia Law Rev. 93. Where the contract relates to both realty and personalty and is inseparable, it follows that the agreement may not be enforced as to the personalty either. *Dicken* v. *McKinley* (1896) 163 Ill. 318, 45 N. E. 134. Ordinarily no fraud on the plaintiff would result, as he receives the benefit of support and education, and may recover the value of his services in *quantum meruit*. *Ellis* v. *Cary* (1889) 74 Wis. 176; 42 N. W. 252; 17 Columbia Law Rev. 155. The principal case seems correct, in the absence of any statute.

WILLS—EXECUTION—ATTESTATION AT REQUEST OF TESTATRIX.—The testatrix, who could speak or understand only the Creek language, requested a witness who understood both Creek and English, to attest her will and to request the two other witnesses to attest. On the probate of the will, *held,* this did not comply with the Oklahoma statute which required that three attesting witnesses subscribe the will at the request of the testatrix. *Hill* v. *Davis* (Okla. 1917) 167 Pac. 465.

Although there is no general statutory requirement that the witnesses to a will must subscribe only at the request of the testator, nevertheless, even in the absence of statute provisions the testator should request the witnesses to subscribe, so as to refute any inference of fraud. This request, however, may be indicated by word or conduct and no formal request is necessary. *Woodstock College of Baltimore* v. *Hankey* (Md. 1917) 99 Atl. 962. But even where the statute requires that the witnesses must subscribe at the request of the testator, N. Y. Decedent Estate Law (N. Y. Consol. Laws, c. 18) § 21, subd. 4, the courts are inclined to uphold substantial compliance with the statute. *Matter of Nelson* (1894) 141 N. Y. 152, 36 N. E. 3; *Matter of Will of Cottrell* (1884) 95 N. Y. 329. Similarly, in the analogous case of a statutory requirement of publication of the will by the testator to the witnesses, a substantial compliance with the statute has been held sufficient. *Brinkerhoff* v. *Remson* (N. Y. 1841) 26 Wend. 325; *Perham* v. *Cottle* (1916) 98 Misc. 48, 162 N. Y. Supp. 21. The reason for this attitude of the courts would seem to be a desire to prevent unreasonable hardship; but where there is any evidence of fraud, or if an equivocal inference can be drawn from the conduct of the testator, the statute will be construed literally. *Matter of Kenney* (1917) 179 App. Div. 258, 166 N. Y. Supp. 478; 1 Schouler, Wills (5th ed.) § 329. In the principal case, though the intention of the testatrix seems to have been carried out faithfully, the court was warranted in requiring strict compliance with the statute, since the rigts of the testatrix should be guarded carefully where the transactions are carried on through interpreters. See *Stein* v. *Wilzinski* (N. Y. 1880) 4 Redf. 441.